

**SCHUERING & DOYLE**

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Attorneys for HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.  
(erroneously sued as “Handle With Care Behavior Management Systems, Inc.”)

**UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF CALIFORNIA**

STACIA LANGLEY, ET AL.,

Plaintiffs,

v.

GUIDING HANDS SCHOOL, INC., ET AL.,

Defendants.

Case No.: 2:20-cv-00635-DJC-CSK

**STIPULATION AND ORDER  
DISMISSING (WITHOUT PREJUDICE)  
DEFENDANT HANDLE WITH CARE  
BEHAVIOR MANAGEMENT SYSTEM,  
INC.**

**RECITALS**

WHEREAS, Plaintiffs MELANIE STARK; M.S., BY AND THROUGH HIS  
GUARDIAN AD LITEM, REBECCA ESPINOSA; E.D., BY AND THROUGH HIS  
GUARDIAN AD LITEM, ANTHONY MATTUCHIO; KRISTIN COUGHLIN and ROBERT  
DARROUGH; D.Z., BY AND THROUGH HIS GUARDIAN AD LITEM, REBECCA  
ESPINOZA; LAURA KINSER; S.D., BY AND THROUGH HIS GUARDIAN AD LITEM,  
JEREMEY SUNDBY; CHRISTOPHER DAVIS; J.P., BY AND THROUGH HIS GUARDIAN  
AD LITEM, SARAH WALTERS; CHERILYN CALER; H.K., BY AND THROUGH HIS  
GUARDIAN AD LITEM, KATE MULLER; SUZANNE MULLER; AUSTIN PETERSEN, BY  
AND THROUGH HIS GUARDIAN AD LITEM, TIMOTHY PETERSEN (Plaintiffs) have filed  
this action arising out of the use of restraints while they were students at Guiding Hands School.

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1 WHEREAS, Plaintiffs have named Defendant Handle With Care Behavior Management  
2 System, Inc. (“HWC”), amongst other Defendants;

3 WHEREAS, Plaintiffs desire to streamline the litigation by dismissing certain Defendants  
4 and withdrawing certain legal theories, without prejudice to seeking leave to add these  
5 Defendants or legal theories back into the action if discovery later reveals that they may be liable  
6 for Plaintiffs’ injuries as alleged in this action;

7 WHEREAS, counsel for Plaintiffs have met and conferred with counsel for HWC, and  
8 these Parties have reached agreement on the terms under which this Defendant should be  
9 dismissed from this action without prejudice.

10 WHEREFORE, the Parties stipulate and agree as follows:

- 11 1. Defendant HWC shall be dismissed as a Defendant in this action, without prejudice;
  - 12 a. Nothing about this stipulation precludes Plaintiffs from seeking leave to amend the  
13 operative Complaint to re-name HWC as a Defendant if discovery later reveals  
14 new, material evidence, that would provide a reasonable likelihood of liability on  
15 HWC’s part. Conversely, nothing about this stipulation precludes HWC from  
16 opposing any such motion for leave to amend. The Parties agree that any motion  
17 seeking leave to re-name HWC must be filed no later than 180 days prior to the  
18 last day to complete fact discovery (pursuant to the original trial date). Should  
19 HWC be re-named as a defendant in this matter, nothing about this stipulation  
20 precludes HWC from requesting a continuance of trial, if need be, in order to  
21 ensure that HWC has adequate time to prepare a defense and file any dispositive  
22 motion, which Plaintiffs agree to not oppose. Also, nothing in this stipulation  
23 precludes HWC from filing a motion to dismiss should HWC be re-named as a  
24 defendant in this matter;
- 25 2. In the event the Court later grants a motion by Plaintiffs for leave to amend that  
26 permits Plaintiffs to re-name HWC as a Defendant, the Parties agree that any and all  
27 applicable statute(s) of limitation shall be deemed equitably tolled during the period of  
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HWC's dismissal from this litigation, as though no such dismissal had occurred. The Parties further stipulate and agree that any statute of limitations defense that may have existed prior to the dismissal of HWC pursuant to this stipulation, can be asserted by HWC in the event that that HWC is re-named as a defendant in this action.

3. Unless HWC is later re-named as a Defendant in this action, Plaintiffs and HWC hereby agree to bear their own costs and attorney's fees incurred in this action.

**IT IS SO STIPILATED.**

Dated: April 30, 2025

/s/ Seth L. Goldstein

Seth L. Goldstein

Lead-Counsel for Plaintiffs

Dated: April 30, 2025

/s/ Merit Bennett

Merit Bennett, *Pro Hac Vice*

Attorneys for Co-Counsel for Plaintiffs

Dated: April 30, 2025

**SCHUERING & DOYLE**

/s/ Daniela P. Stoutenburg

Daniela P. Stoutenburg

Carolyn L. Northrop

Attorneys for Handle with Care Behavior  
Management System, Inc.

**ORDER**

The Court, having reviewed the Parties stipulation set forth above, and good cause appearing therefore, hereby orders as follows:

1. Defendant Handle With Care Behavior Management System, Inc. (“HWC”) is hereby dismissed from this action without prejudice.
2. If discovery later reveals new, material evidence, that would provide a reasonable likelihood of liability on HWC’s part, Plaintiffs may seek leave to amend the operative Complaint to re-name HWC as a Defendant, and Defendant may oppose any such motion. Any such motion must be filed no later than 180 days prior to the last day to complete fact discovery (pursuant to the original trial date). Should HWC be re-named as a defendant in this matter, HWC may request a continuance of trial, if need be, in order to ensure that HWC has adequate time to prepare a defense and file any dispositive motion, which Plaintiffs agree to not oppose. Also, HWC will have the opportunity to file a motion to dismiss should HWC be re-named as a defendant in this matter.
3. In the event the Court later grants a motion by Plaintiffs for leave to amend that permits Plaintiffs to re-name HWC as a Defendant, any and all applicable statute(s) of limitation shall be deemed to have been equitably tolled during the period of HWC’s dismissal from this litigation, as though no such dismissal had occurred. Further, any statute of limitations defense that may have existed prior to the dismissal of HWC pursuant to this stipulation, can be asserted by HWC in the event that that HWC is re-named as a defendant in this action;
4. Unless HWC is later re-named as a Defendant in this action, Plaintiffs and HWC shall each bear their own costs and attorney’s fees incurred in this action.

**IT IS SO ORDERED.**

Dated: April 30, 2025

/s/ Daniel J. Calabretta

THE HONORABLE DANIEL J. CALABRETTA  
UNITED STATES DISTRICT JUDGE